

shipment on or about May 7, 1942, from the State of Ohio into the State of Missouri of a quantity of elixir of iron, quinine, and strychnine phosphates which was adulterated and misbranded.

The article was alleged to be adulterated in that it purported to be a drug the name of which is recognized in the National Formulary, an official compendium, but its strength differed from the standard set forth therein since it contained not more than 4.22 grams of quinine phosphate per 1,000 cc., whereas it should have contained 5 grams of quinine phosphate per 1,000 cc.; and the respect in which it differed from the standard set forth in the Formulary was not plainly stated on the label.

It was alleged to be misbranded in that the statements in its labeling, "Elixir Iron Quinine and Strychnine Phosphates. \* \* \* This is not the N. F. Formula. It varies from the N. F. formula in that it contains 9.5% alcohol and 12% glycerin by volume whereas the N. F. product contains approximately 24% alcohol and 30% glycerine by volume," were false and misleading since these statements represented and suggested that the strength of the article conformed in all respects with the standard for elixir of iron, quinine and strychnine phosphates set forth in the National Formulary with the exceptions indicated, whereas its strength did not conform to the standard with the said exceptions, but differed from the standard in the further respect that it was deficient in quinine phosphate.

On April 13, 1943, the defendant having entered a plea of guilty, the court imposed a fine of \$500 and costs.

**1019. Adulteration and misbranding of sterile solution of chorionic gonadotropic hormone. U. S. v. Tuteur & Co., Inc. Plea of guilty. Fine, \$750. (F. D. C. No. 8775. Sample No. 22909-F.)**

On July 30, 1943, the United States attorney for the Southern District of New York filed an information against Tuteur & Co., Inc., New York, N. Y., alleging shipment on or about August 26, 1942, from the State of New York into the State of Pennsylvania of a quantity of the above-named product which was adulterated and misbranded.

The article was alleged to be adulterated in that its strength differed from and its quality fell below that which it purported and was represented to possess, since it purported and was represented to possess, in each 10 cc. thereof, a physiological activity equivalent to 5,000 International Units of chorionic gonadotropic hormone, and, in each cubic centimeter thereof, a physiological activity equivalent to 500 International Units of anterior pituitary-like sex hormone, whereas the article possessed, in each 10 cc., a physiological activity equivalent to not more than 1,650 International Units of chorionic gonadotropic hormone, and, in each cubic centimeter, a physiological activity equivalent to not more than 165 International Units of anterior pituitary-like sex hormone.

It was alleged to be misbranded in that the statements, "10 cc. \* \* \* Package 5,000 International Units Sterile Solution Chorionic Gonadotropic Hormone \* \* \* Contains Anterior pituitary-like sex hormone standardized to a potency of 500 International Units per cc.," borne on the label, were false and misleading.

On August 12, 1943, the defendant having entered a plea of guilty, the court imposed a fine of \$375 on each of the 2 counts in the information, a total of \$750.

**1020. Adulteration and misbranding of sterile solution of chorionic gonadotropic hormone. U. S. v. 99 Vials of Sterile Solution Chorionic Gonadotropic Hormone. Decree of condemnation and destruction. (F. D. C. No. 8566. Sample No. 22909-F.)**

Examination showed that the potency of this preparation was not greater than 165 International Units per cubic centimeter of chorionic gonadotropic hormone.

On October 13, 1942, the United States attorney for the Eastern District of Pennsylvania filed a libel against 99 vials of the above-named product at Philadelphia, Pa., alleging that the article had been shipped on or about August 28, 1942, from New York, N. Y., by Tuteur & Co., Inc.; and charging that it was adulterated and misbranded. Some of the vials were labeled in part: "10 cc. \* \* \* Package 5,000 International Units \* \* \* Contains Anterior pituitary-like sex hormone standardized to a potency of 500 International Units per cc." Other vials when shipped were labeled in part: "10 cc. \* \* \* Package 1,000 International Units \* \* \* Contains Anterior pituitary-like sex hormone standardized to a potency of 100 International Units per cc."; but after their receipt the shipper represented to the consignee that the labels were in error and that the product actually contained 500 International Units per cubic centimeter.

The article was alleged to be adulterated in that its strength differed from that which it purported or was represented to possess, "Anterior pituitary-like sex hormone standardized to a potency of 500 International Units per cc."

It was alleged to be misbranded in that the statements on its label, "10 cc. \* \* \* Package 5,000 International Units \* \* \* Chorionic Gonadotropic Hormone," and "Contains Anterior pituitary-like sex hormone standardized to a potency of 500 International Units per cc.," were false and misleading since the article had a potency materially less than 500 International Units per cubic centimeter (5,000 International Units per 10 cc.) of chorionic gonadotropic hormone.

On November 18, 1942, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

**1021. Adulteration of Akerite Glycerin Alternate. U. S. v. 1 Keg of Akerite (Alternate). Decree of condemnation and destruction. (F. D. C. No. 9463. Sample No. 23339-F.)**

On March 1, 1943, the United States attorney for the Eastern District of Pennsylvania filed a libel against 1 keg containing approximately 48 pounds of Akerite Glycerin Alternate at Philadelphia, Pa., alleging that the article had been shipped on or about January 25, 1943, from Norwood Park, Ill., by the Akerite Chemical Works, Inc.; and charging that it was adulterated.

The product was alleged to be adulterated (1) in that its purity and quality fell below that which it purported or was represented to possess, (on the invoice) "Glycerin Alternate," since it was not an alternate for glycerin but was a poisonous mixture containing Diethylene glycol; and (2) in that a poisonous chemical compound, Diethylene glycol, had been substituted in part for the article, (in a folder entitled "Akerite Glycerin Substitute," supplied to the consignee) "Akerite Glycerin Substitute is an aqueous solution derived from dextrin, starch and corn sugar by a special process."

The article was also alleged to be adulterated under the provisions of the law applicable to foods as reported in the notices of judgment on foods, No. 5762.

On March 23, 1943, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

**1022. Adulteration and misbranding of Brom-Acet. U. S. v. 19 Dozen Packages of Brom-Acet. Consent decree of condemnation. Product ordered released under bond for relabeling. (F. D. C. No. 8457. Sample Nos. 13914-F, 13922-F.)**

Analyses of samples of this product showed the presence of sodium bromide in amounts ranging from 10.4 to 11.9 grains per ounce.

On September 29, 1942, the United States attorney for the Southern District of California filed a libel against 19 dozen packages of Brom-Acet at Los Angeles, Calif., alleging that the article had been shipped in interstate commerce on or about June 18 and 23 and July 11, 1942, by the Purity Drug Co., Inc., from New York, N. Y.; and charging that it was adulterated and misbranded.

The article was alleged to be adulterated in that its strength differed from that which it was represented to possess. It was alleged to be misbranded in that it was fabricated from two or more ingredients and its label failed to bear a statement of the quantity or proportion of sodium bromide contained therein since the statement on the label, "Each Ounce contains Sodium Bromide 16 Grains," was not correct.

On March 2, 1943, the Purity Drug Co., Inc., claimant, having admitted the allegations of the libel, judgment of condemnation was entered and the product was ordered released under bond for relabeling or reprocessing in compliance with the law. The product was satisfactorily relabeled.

**1023. Adulteration and misbranding of calomel. U. S. v. 7 Cartons and 14 Cartons of Calomel. Decrees of condemnation. Product ordered released under bond for reprocessing. (F. D. C. Nos. 8901, 8951. Sample Nos. 16413-F, 16512-F, 25410-F.)**

Examination showed that the chloride (mercury bichloride) content of one portion of this product (7 cartons) was from 2 to 4 times the limit permitted by the United States Pharmacopoeia, and that of the other portion was from 3.5 to 8 times such limit.

On November 20 and December 18, 1942, the United States attorneys for the Eastern District of Virginia and the District of Colorado filed libels against 7 cartons of calomel at Richmond, Va., and 14 cartons at Denver, Colo., each carton containing 100 bottles, alleging that the article, which had been consigned by the Day Chemical Co., had been shipped on or about October 10 and 12, 1942, from Newark, N. J.; and charging that it was adulterated and misbranded. The